

BILL NO. S-74-07-57

SPECIAL ORDINANCE NO. S-123-74

AN ORDINANCE approving a contract with ROBERT
J. HOUSER for sidewalk repair in the 4th
Councilmanic District

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract dated June 10, 1974, between the City of
Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and
ROBERT J. HOUSER, for improvements as follows:

Curbs and sidewalks on both sides of Rockhill Street from S/P/L
of Main Street to N/P/L of Lot # 24 Ayres Addition; Both sides of
Union Street from the S/P/L of Main Street to the N/R/W/L of Penn
Central Railroad; Both sides of West Wayne Street and West Berry
Street from the W/P/L of Broadway to the E/P/L of Rockhill Street

for a total cost of \$77,161.03, of which the property owners shall be paying \$.50
per square foot and the City shall pay the balance from Revenue Sharing or City
Curb & Sidewalk Fund, all as more particularly set forth in said Contract which
is on file in the Office of the Board of Public Works, and is by reference incorporated
herein and made a part hereof, is hereby in all things ratified, confirmed and
approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 7-23-74.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (~~1974~~) by the following vote:

	AYES <u>6</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>3</u> to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
TALARICO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>

DATE: August 13, 1974

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. A 123-74 on the 13th day of August, 1974.

WITNESSES: (SEAL)

Charles W. Westerman
CITY CLERK

Ernest K. Kries
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of August, 1974, at the hour of 11 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of August, 1974, at the hour of 4:00 o'clock P.M., E.S.T.

Earl A. Leonard
MAYOR

Bill No.

S. 74-07-51

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

Approving a contract with ROBERT J. HOUSER for sidewalk repair in the

4th Councilmanic District

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga
John Nuckols
James S. Stier
Winfield C. Moses, Jr.
Paul "Mike" Burns

CONCURRED IN

DATE 8-13-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ -ROBERT J. HOUSER- _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove curbs and sidewalks on both sides of Rockhill Street from S/P/L of Main Street to N/P/L of Lot #24 Ayres Addition; Both sides of Union Street from the S/P/L of Main Street to the N/R/W/L of Penn Central Railroad; Both sides of West Wayne Street and West Berry Street from the W/P/L of Broadway to the E/P/L of Rockhill Street.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5647-1974 and at the following price per lineal foot

at the following prices;

<u>Sidewalk Removal</u> (Contract "A", "B" & "E")	Five dollars and no cents, per square yard	\$ 5.00
<u>New Standard Walk</u> (Contract "A", "B" & "E")	One dollar and seventeen cents, per square foot	1.17
<u>Curbside Walk</u> (Contract "A", "B")	One dollar and twenty two cents, per square foot	1.22
<u>Curb Removal</u> (Contract "A", "B" & "E")	One dollar and thirty cents, per lineal foot	1.30
<u>6" Capped Curb</u> (Contract "A", "B" & "E")	Two dollars and sixty cents, per lineal foot	2.60
<u>Common Excavation</u> (Contract "A" & "B")	Thirty two dollars and forty cents, per cubic yard	32.40
<u>New 5" Concrete</u> (Contract "A" & "B")	Fourteen dollars and thirteen cents, per square yard	14.13
<u>Top Soil</u> (Contract "A", "B" & "E")	Three dollars and no cents, per ton	3.00
<u>Mulch, Seeding & Fertilizer</u> (Contract "A", "B" & "E")	Fifty cents, per square yard	0.50

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally completed within 60 working days after contract is approved by City Council and in all respects completed ~~on or before~~ XXXXXXXXXXXXXX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

_____ date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 10th

ROBERT J. HOUSER

BY: Robert G. Hansen

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

~~John R. Fleck~~

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

Know All Men by These Presents, That we _____

----- ROBERT J. HOUSER ----- Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVENTY SEVEN THOUSAND,
ONE HUNDRED SIXTY ONE DOLLARS AND THREE CENTS-----

----- (\$77,161.03)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

----- ROBERT J. HOUSER-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____ Pavement

on _____ Street from _____

curbs and sidewalks on both sides of Rockhill Street from the S/P/L of Main Street

to N/P/L of Lot #24, Ayres Addition, Both sides of Union Street from the S/P/L of

Main Street to the N/R/W/L of Penn Central Railroad; Both sides of West Wayne Street

and West Berry Street from the W/P/L of _____ of Broadway to the E/P/L of Rockhill Street

_____ according to certain plans and specifications, and

_____ for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

_____ shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 10th day of June 1974

ROBERT J. HOUSER (SEAL)

BY: Robert J. Houser (SEAL)

ITS: _____ (SEAL)

Approved this _____ day of _____

J. D. Doan
R. J. Houser AMERICAN STATES INSURANCE COMPANY

BY: W. M. M.

Attorney-In-Fact

Board of Public Works.



LIABILITY BOND



~~Know All Men by These Presents,~~ That we hereby certify that ROBERT J. HOUSER has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill ~~all the conditions and stipulations therein contained,~~ except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

ROBERT J. HOUSER _____ (SEAL)

BY: _____ (SEAL)

ITS: _____ (SEAL)

_____ (SEAL)

Approved this _____ day of _____

Handwritten signatures of J. A. Brumley and R. J. Brumley.

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 29, 1974

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

RAY E. SANDERSON, R. MORSE SANDERSON, CHARLES C. HETFIELD and W. K. MOLLENHOUR, III

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 9th day of January

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: W. H. Krasean
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 9th day of January, A. D. 19 74, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, W. H. Krasean

, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

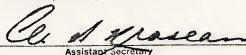
This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 10th

day of June, A. D. 19 74

(SEAL)


Assistant Secretary

DIGEST SHEETS-74-07-51TITLE OF ORDINANCE: Contract with Robert J. Houser for sidewalks in 4th Councilmanic DistrictDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Contract covering portion of sidewalk repair program in 4th Councilmanic District, Sections "A", "B", "E".Contractor: Robert J. HouserContract Amount: \$77,161.03Property owners shall be paying \$.50 per square foot toward these repairs. City shall pay balance from Revenue Sharing or City Curb & Sidewalk Fund.EFFECT OF PASSAGE: Progress with sidewalk repair program.EFFECT OF NON-PASSAGE: Bad sidewalks.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

Approximate City Cost: _____ASSIGNED TO COMMITTEE (J.N.): Finance